BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: _5/16/06	Division: Engineering
Bulk Item: Yes No	Department:
	Staff Contact Person:Dave Koppel
* *	al to enter into an agreement with FDOT for funding for as a result of Hurricanes Katrina, Rita and Wilma.
	ighway Administration has authorized funds for ricanes, including debris removal, storm sewer desilting, repair expenses.
PREVIOUS RELEVANT BOCC ACTION	ON: none
CONTRACT/AGREEMENT CHANGE	S: n/a
STAFF RECOMMENDATIONS: Appr	roval as stated above
TOTAL COST:\$ 5,886,000	BUDGETED: Yes No
COST TO COUNTY:	SOURCE OF FUNDS: FDOT grant
REVENUE PRODUCING: Yes No	AMOUNT PER MONTH Year
APPROVED BY: County Atty. X	OMB/Purchasing X Risk Management X_
DIVISION DIRECTOR APPROVAL:	David S. Koppel, P.E., County Engineer
DOCUMENTATION: Included	X Not Required
DISPOSITION:	AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRA	ACT SUMMARY						
Contract with: FDOT	Contract # Effective Date:						
	Expiration Date: June 30, 2007 orized funds for emergency relief for expenses ta and Wilma, including debris removal, storm						
Contract Manager: Dave Koppel, P.E. (Name)	Engineering #1 (Ext.) (Department/Stop #)						
for BOCC meeting on 5/17/06	Agenda Deadline: 5/2/06						
CONTRA	D. A. CTT. C.O.C.T.C.						
CONTI	RACT COSTS						
Total Dollar Value of Contract: \$ 5,886,000 Current Year Portion: \$ Budgeted? Yes No Account Codes:							
CONTR	A CT DEVIEW						
Changes Date In Needed Division Director Risk Management O.M.B./Purchasing UU Du Yes No County Attorney County Attorney Changes Changes No Chan	- D. Slavils 4-4-06						

OMB Form Revised 2/27/01 MCP #2

Dave Koppel - Dee Note on Next page.

(1) Federal Highway Administration (FHWA)

Dave:

I have signed this contract, but need to point out to you that it is imperative that someone in your department keep very close track of the bills that are paid to repair the Federal Highways from road washouts, debris removal, CEI services, roadway storm desilting/debris removal from storm drains and Traffic sign repair and replacement.

You must ensure that there is no double billing occurs, as there is reimbursement under this contract as well as our FEMA disaster contract. FEMA does not get involved with anything to do with Federal Highway Grants as per above. Any double billing from FEMA for this work will be de-obligated. The County will be required to return the funding from the duplicated Grant.

Salvatore Zappulla

Division Director

Budget and Finance

Contract No.:	
Catalog of Federal Domestic Assistance No: _	20.205
Date of Execution:	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION EMERGENCY RELIEF PROGRAM AGREEMENT

WHEREAS, the Federal Highway Administration, herein 'FHWA', has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, FHWA has, as a result of Hurricanes Katrina, Rita and Wilma, authorized funding to be provided to the State of Florida, Department of Transportation, herein 'FDOT', for relief from the damage inflicted by said storms; and

WHEREAS, this Emergency Relief Program Agreement provides for emergency relief; and

WHEREAS, Monroe County, herein 'LOCAL GOVERNMENT', has incurred certain costs and expenses as a direct result of Hurricanes Katrina, Rita and Wilma, and as defined on the attached Detailed Damage Inspection Reports, herein 'DDIRs'; and

Hurricane	Financial Project Number	DDIR Number	Date Work Began	Date Work Completed	Total Maximum Limiting Amount
Katrina	419738-1-D2-02	KA90-005			\$360,000.00
Katrina	419738-1-62-05	KA90-005			\$70,000.00
Rita	419885-1-D2-03	RI90-009			\$300,000.00
Rita	419885-1-62-03	RI90-009			\$50,000.00
Wilma	420038-1-D2-04	WI90-006			\$2,500,000.00
Wilma	420038-1-62-03	WI90-006			\$400,000.00
Wilma	420038-1-D2-05	WI90-008			\$1,300,000.00
Wilma	420038-1-E2-02	WI90-009			\$15,000.00
Wilma	421072-4-G8-01	WI90-010			\$810,000.00
Wilma	421072-4-68-01	WI90-010			\$81,000.00
	TOTA	NG AMOUNT	\$5,886,000.00		

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA;

NOW THEREFORE,

The parties agree as follows:

- 1. The FDOT enters into this Agreement as the administrator of FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
- 2. The LOCAL GOVERNMENT has been authorized by FHWA to undertake and to complete certain emergency relief efforts associated with Federal Aid highways or roads on federal lands within its jurisdiction. The scope of work and services authorized by FHWA are described in the attached DDIRs, incorporated herein as Exhibit 'A'.
- 3. Emergency Repair projects under the FHWA Emergency Relief Program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969 and as further defined in Chapter 6-N of the FHWA Emergency Relief Manual, which may be obtained at http://www.fhwa.dot.gov/reports/erm/ermchap6.htm#n.
- 4. Subject to the terms and conditions of the Emergency Relief Program, FDOT agrees to reimburse LOCAL GOVERNMENT for eligible costs from the funds provided to FDOT for said purposes. In the event the funding provided to FDOT by FHWA is insufficient to pay all eligible emergency relief costs of all local governments, FDOT shall allocate the reimbursement on a prorata basis among all eligible claims submitted.
- 5. Invoices for fees and other compensation will be certified by LOCAL GOVERNMENT as being due and eligible for reimbursement and shall be submitted in sufficient detail to allow a proper pre and post audit thereof.
- 6. The FDOT agrees to reimburse LOCAL GOVERNMENT in a Lump Sum Amount not to exceed FIVE MILLION EIGHT HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$5,886,000.00) for actual direct costs. Backup documentation is required and must support the invoice total. No reimbursement will be made for travel.
- 7. Participants providing goods and services to FDOT should be aware of the following time frames. Upon receipt of an invoice, FDOT has twenty (20) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the State of Florida, Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- 8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than ONE DOLLAR (\$1.00) will not be endorsed unless LOCAL GOVERNMENT requests payment. Invoices which have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.
- 9. Vendor Ombudsman has been established within the State of Florida, Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be contacted at (850) 410-9724 or by calling the Department of Financial Service's Hotline at 1-800-848-3792.

- 10. Recipients of federal funds awarded by FDOT to LOCAL GOVERNMENT are subject to audits as defined in OMB Circular A-133, as revised. The circular may be obtained at http://www.whitehouse.gov/omb/circulars/a133/a133.html.
- 11. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred includes LOCAL GOVERNMENT's general accounting records and project records, together with supporting documents and records of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by FDOT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from LOCAL GOVERNMENT to FDOT.
- 12. The FDOT may unilaterally cancel this Agreement for refusal by LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statues, and made or received by LOCAL GOVERNMENT in conjunction with this Agreement.
- 13. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the FDOT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

- 14. All agreements entered into by LOCAL GOVERNMENT for which LOCAL GOVERNMENT seeks reimbursement under the terms of this Agreement shall include the "Required Contract Provisions, Federal-Aid Construction Contracts". The most recent version of said provisions may be obtained at http://www.fhwa.dot.gov////programadmin/contracts/1273.htm. The services provided under this Agreement involve funding from FHWA and the provisions indicated on form FHWA-1273 apply.
- 15. After this Agreement is fully executed by both parties, all invoices for reimbursement are to be mailed to:

Florida Department of Transportation Attn: Kenneth Robertson, JPA Coordinator 1000 NW 111 Ave, Rm. 6137 Miami, Florida 33172

Phone: (305) 470-5452

kenneth.robertson@dot.state.fl.us

16. This Agreement will expire on June 30, 2007. All invoices for reimbursement under this Agreement will be submitted by the LOCAL GOVERNMENT to the FDOT no later than 120 days after Agreement expiration, preferably sooner. Invoices received after this date will not be paid.

II	N WITNESS WHEREOF, t	the LOCAL GOVERNMENT has executed this Agreement
this	day of	, 2006, and the FDOT has executed this Agreement
this	day of	, 2006.
MONRO	E COUNTY	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By:		By:
Name:		Name: John Martinez, P.E.
Title:		Title: District Six Secretary
Attest:		Attest:
County Cl	erk (SEAL)	Executive Secretary (SEAL)
API	PROVED AS TO FORM:	Legal Review:
LOCAL G	GOVE A. HOTTON	District Six General Counsel
		Authorization Received From the Comptroller's Office as to Availability of Funds:

EXHIBIT 'A'

Detailed Damage Inspection Reports

Attached hereto and incorporated herein by reference:

DDIR #KA90-005

Monroe County - various locations on Federal-aid routes Debris removal and CEI services from Hurricane Katrina, DRC contract, RW Beck Contact Person: Dave Koppel

DDIR #RI90-009

Monroe County - various locations on Federal-aid routes Debris removal and CEI services from Hurricane Rita, DRC contract, RW Beck Contact Person: Dave Koppel

DDIR #WI90-006

Monroe County - various locations on Federal-aid routes Debris removal and CEI services from Hurricane Wilma, DRC contract, RW Beck Contact Person: Dave Koppel

DDIR #WI90-008

Monroe County - various locations on Federal-aid routes Roadway storm sewer desilting, debris removal from Hurricane Wilma, contract Contact Person: Dave Koppel

DDIR #WI90-009

Monroe County - various locations on Federal-aid routes Traffic sign repair and replacement from Hurricane Wilma Contact Person: Dave Koppel

DDIR #WI90-010

Monroe County – SR 4A, CR 941 Roadway washouts from Hurricane Wilma, contract Contact Person: Dave Koppel

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Form FHWA-1547 (Rev. 4-98)

Applications Contract Personal and Milegaer) Contract Personal Annual Contract Cont	of Fe	6. Department Transportation deral Highway	DE	ETAILED DAMAGE (Title 23, Feder				Report Number	70-08
REMOURLY STORM SERVER DESILVAND, OEBRIS VARIOUS REMOURLE FELDA STORM DRAFFUS DUE TO State County FL. 90 - How/file Cost Estimate Cost Equipment Labor, and Materials) Remaining ROADWAY STORM SESUER DESILVAND Method Local Forces State Forces VContract PE/CE Emorgancy Repair Total / 300,000 Method Local Forces State Forces Contract Remaining Remai	Lo	ministration cation (Name o	005 L	CATIONS IN		COUNT		FL - C Inspection Date	Xe-01 S-05
Description of Work to Date (Equipment, Labor, and Materials)	Ue	ROAD ROMO	WAY S	TORM SENER M STORM DRAI WILMA	DESILTIN	& DEB	RIS	VAR 1	County
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Method Local Forces State Forces Contract PE/CE Right-of-Way Perm. Repair Totals Environmental Assessment Recommendation Categorical Exclusion Recommendation Figure 1 Concurrence State Engineer Date 11-15-65	Emergency	Desic			Contrac		PE/CE	ergency Repair Total	1, 300,000
Concurrence / State Engineer Page	Permanent	ironmental Ass	essment Recomi	mendation	Cor Cor	ntract		PE/CE Right-of-Way Perm. Repair Totals	300.000
Concurrence / State Engineer Page	Rec	commendation				ngineer		Estimated Total	Date // - / 5 - 45
Concurrence Local Agency Representative Date	Cor	currence	√Yes		Stale En	jinder //			fizia
07.	Cor	currence	Yes	No	Cocal Ag	endy Representa	five		Date //-/5-05

of Fe Ad Lo	VAKI escription of Da	of Road and Milepo. OUS LOCA FOR Mo	ATIONS IN M NIROE COUNTY REPAIR & REPLACEN	-aid Highwa	ays)	And Popular Color and Addition the Color and Addition and	Inspection Date	0f
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		Yes	No		LA JOHN	Marine Commission Comm		11-15-05

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Monroe County
Board of County Commissioners
Engineering Office – Wastewater Department
The Historic Gato Cigar Factory
1100 Simonton Street, Suite 2-216
Key West, FL 33040
(305) 292-4426 – Phone
(305) 292-4321– Fax



BOARD OF COUNTY COMMISSIONERS

Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Murray E. Nelson, District 5
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4





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